

purpose of ascertaining whether or not this Memorandum of Understanding is being observed. This right shall be exercised reasonably. A qualified representative of the Union shall report to management before proceeding to the work location. The representative shall not interfere with the normal conduct of work.

Section 5.3 Changes

In no event shall a steward or other representative of the Union order any changes, and no changes shall be made except with the consent of the City Manager.

Section 5.4 Access to Personnel Files

An employee or, on presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request and at the reasonable convenience of Human Resources. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records, pre-employment background information, and information or letters of reference shall be specifically excluded from the inspection and review of the employee and/or the employee's representative. Personnel files shall be reviewed by the employee or his/her representative in the presence of a designated Human Resources representative. An employee may request a copy of materials which are not excluded from inspection and review under this section.

The City will provide employees with copies of all Performance Evaluations, Letters of Reprimand, and Letters of Recordation, if any, and such copies shall be provided to the Union with written authorization of the employee.

(a) For the purposes of this Memorandum of Understanding, a Letter of Recordation is understood as a written record placed into an employee's personnel file intended to be either informative in nature or to document in a positive rather than punitive manner, a notice to the employee for personal correction of actions, which if continued, could result in disciplinary action. Such record does not constitute a disciplinary action. If in the event the employee feels such record constitutes an adverse comment, the employee may, within 30 days, file a written response. The written response shall be attached to, and shall accompany the Letter of Recordation.

Section 6. Salary Plan

Section 6.1 Salary Ranges

(a) Salary ranges for represented classifications shall be as set forth in Appendixes "A", "A-1, and "A-2," hereto attached and made a part hereof, on the effective dates specified herein. The following represents agreed upon modifications to salary during this contract:

(1) Effective December 18, 2000, top steps for covered classes in the bargaining unit will be set to reflect market average^a or internal as set forth in Appendix "A."

^a Historical footnote: Survey jurisdictions used in 2000-01 were the cities

(2) Effective first pay period after November 1, 2001, the salary range for covered classes in the bargaining unit will reflect a 4.5% increase.

(3) Effective first pay period after November 1, 2002, the salary range for covered classes will be adjusted based on the Bay Area CPI^b, as follows: if the CPI is between 3.0% and 6.0%, the adjustment would be the same as the actual CPI rate; if the CPI is below 3%, the adjustment would be 3%; if the CPI is greater than 6% but less than 8%, the adjustment would be 6%. The City will meet and confer on the issue of salary adjustment should the CPI equal or exceed 8%, if so requested by the Union.

(4) Effective first pay period after November 1, 2003, the salary range for covered classes will be adjusted based on the Bay Area CPI, under the same rules as the November 1, 2002, adjustment.

(5) The applicable percentage increases shall be paid at the highest previously existing base rate for the top step of the "employee paid PERS" for each salary range.

(a) For the five- or six-step range, the range will be calculated by dividing each range step, beginning with top step, by the factor 1.0525.

(b) The City agrees to a phased elimination of nine- and eleven-step pay plans and to maintain five- and six-step pay plans for all unit employees. Employees on the nine/eleven step plan as of November 1, 2000, shall be eligible for a merit step increase to the appropriate salary step on the new five/six step plan which provides for at least a five percent (5%) salary adjustment or up to the maximum salary step at the time of the employee's annual performance review date next following November 1, 2000. The City will maintain both a five/six and nine/eleven step salary range structure for approximately one year during this transition period. Any employee hired on or after March 1, 2001, will be assigned to the appropriate five/six step salary plan. Employees hired between November 1, 2000, and February 28, 2001, will be eligible for a merit step increase to the appropriate salary step on the new five/six step plan which provides for at least a five percent (5%) salary adjustment or up to the maximum salary step after six months of service.

Effective first pay period after July 1, 2003, the City agrees to transition the Maintenance Worker I classification from a six-step salary plan to a five-step plan by eliminating the then-current step one and renumbering the then-current step two as new step one, etc. Any employee who was at then step one would automatically be moved to the new step one of the salary range.

Section 6.2 Salary Plan Administration

of Burlingame, Daly City, Foster City, Menlo Park, Millbrae, Pacifica, San Mateo and South San Francisco, and San Mateo County.

b Defined as the Consumer Price Index (SF/Bay Area 82-84 = 100, W).